

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		04/12/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	HealthPlan Services, Inc.
Street Address:	3501 Frontage Road
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	CORPORATION: FLORIDA

Name:	DynoNobel Inc.
Street Address:	2650 Decker Lake Boulevard
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84119
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1497627	LVST

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2388

Email: daniel.angel@srz.com

Correspondent Name: Daniel Angel, Esq.

Address Line 1: 919 Third Avenue

CH \$40.00 1497627

900046538

TRADEMARK
REEL: 003288 FRAME: 0408

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Daniel Angel, Esq. (014951.0282)

Signature:

/kc for da/

Date:

04/12/2006

Total Attachments: 2

source=HealthPlan Services Inc Release#page1.tif

source=HealthPlan Services Inc Release#page2.tif

Release

This Release (the "Release") is made, and effective as of the date indicated below, to the Assignment for Security Trademarks (the "Trademark Security Agreement"), dated June 18, 2001, between HealthPlan Services, Inc. ("Assignor") and Ableco Finance LLC, as agent for certain lenders (in such capacity, together with any successors and assigns, "Assignee");

WHEREAS, Assignor entered into that certain Security Agreement, dated June 18, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Assignee;

WHEREAS, pursuant to the Security Agreement, Assignor executed the Trademark Security Agreement under which Assignor granted to Assignee, and granted to Assignee for the benefit of the lenders, a continuing security interest in all right, title and interest of Assignor in, to and under certain trademarks together with, among other things, the goodwill of the business symbolized by the trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2359, Frame 561 on August 31, 2001;

WHEREAS, the Trademark Security Agreement incorrectly included United States Trademark Registration No. 1,497,627 (with the goodwill of the business associated therewith, the "Trademark");

WHEREAS, the Trademark Security Agreement incorrectly listed Assignor as the owner of the Trademark;

WHEREAS, Dyno Nobel Inc. ("Dyno") or its predecessors in interest were at all times pertinent herein the true and correct owner of the Trademark;

WHEREAS, the parties hereto wish to treat the Trademark Security Agreement as null and void with respect to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. The Trademark Security Agreement is void ab initio, with respect to the Trademark only, and Assignor and Assignee disclaim and disavow any claim, right, title or interest in or to the Trademark, and recognize Dyno as the owner thereof.

2. Assignor and Assignee hereby covenant and agree to provide any further necessary documentation and do all further acts reasonably requested by Dyno in this regard to confirm and perfect title in and to the Trademark in Dyno, its successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, the parties have caused this Release to be duly
executed by its officer thereunto duly authorized as of ~~March~~^{April} 12, 2006.

ASSIGNEE

ABLECO FINANCE LLC

By: 

Name: Daniel Wolf

Title: Senior Vice President

10101883.1